

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application:

Inventor: Russell A. Houser, et al.

Application No.: 10/785,486

Filed: February 24, 2004

Title: PATCHES AND COLLARS FOR MEDICAL APPLICATIONS AND METHODS OF USE

Confirmation No.: 1784

Examiner: Lindsey Michele Bachman

Group Art Unit: 3734

Customer No. 64494

File No. 120057.010805 US.CIP.2

POWER OF ATTORNEY TO PROSECUTE APPLICATIONS BEFORE THE USPTO  
and 3.73 STATEMENT

☒ I hereby appoint the practitioners associated with Customer Number:

64494

As attorney(s) or agent(s) to represent the undersigned before the United States Patent and Trademark Office (USPTO).

☒ Please address all correspondence for the above-identified application  
to:

64494

STATEMENT UNDER 37 CFR 3.73(b)

CardioVascular Systems, Inc.

a California corporation

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is: the assignee of the entire right, title and interest; in the patent application/patent identified above by virtue of either:

A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

OR

B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: Russell A. Houser; William D. Hore To: Advanced Catheter Engineering, Inc.  
The document was recorded in the United States Patent and Trademark Office at  
Reel 023029, Frame 0101, or for which a copy thereof is attached.
2. From: Advanced Catheter Engineering, Inc. To: Cardiovascular Technologies, Inc.  
The document was recorded in the United States Patent and Trademark Office at  
Reel 023029, Frame 0141, or for which a copy thereof is attached.

CORRECTION OF PRIOR FILED 3.73 CERTIFICATE

A previously filed a 3.73 Statement indicated that the owner of this application was Vascular Closure Systems, Inc. That filing was made in error as it was never the intention of CardioVascular Systems, Inc. to assign the invention to Vascular Closure Systems, Inc. a Corrective and Confirmatory Patent License is attached which confirms the correct the intention of the parties with respect to this Application.

I am an authorized representative of the:

☒ Assignee of record of the entire interest. See 37 CFR 3.71.  
Statement under 37 CFR 3.73(b) is incorporated herein.

SIGNATURE of Assignee of Record

Signature



Name/Title

Russell A. Houser, President

Date

August 3, 2009

Telephone No.

(925) 456-0674

**CORRECTIVE AND CONFIRMATORY  
PATENT LICENSE**

Docket Number  
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WHEREAS, the undersigned:

CardioVascular Technologies, Inc., a California corporation,  
(hereinafter "CVT"), has been assigned the new and useful improvements in:

☒ PATCHES AND COLLARS FOR MEDICAL APPLICATIONS AND METHODS OF USE for which an application for United States Patent was filed on February 24, 2004, Application No. 10/785,486;

☒ DEVICES AND METHOD TO MECHANICALLY AND/OR ELECTRICALLY ISOLATE THE ATRIAL APPENDAGE for which an application for United States Patent was filed on April 26, 2004, Application No. 10/831,850.

☒ ARTERIOTOMY CLOSURE DEVICES AND TECHNIQUES for which an application for United States Patent was filed on August 21, 2002, Application No. 10/224,659, for which a U.S. Patent 7,025,776 issued on April 11, 2006; and

☒ PATCHES AND COLLARS FOR MEDICAL APPLICATIONS AND METHODS OF USE for which an application for United States Patent was filed on June 28, 2002, Application No. 10/183,396, for which a U.S. Patent 6,726,696 issued on April 27, 2004

(hereinafter "Applications") by virtue of an Assignment dated July 28, 2006 (copy attached as Appendix A).

WHEREAS, CVT previously executed a document on July 14, 2007, erroneously prepared by counsel which indicated a future intention to assign the inventions for said Applications ("Previous Assignment"), said previously executed document, entitled "Assignment" and attached as Appendix B, erroneously identified the Assignee as Vascular Closure Systems, Inc., a Delaware Corporation (hereinafter "VCS").

WHEREAS, at the time of executing the Assignment on July 14, 2007, CVT intended the previously executed "Assignment" of the invention for said Applications to be a memorandum of understanding that a field of use Patent License Agreement would be entered into upon the formation of VCS as a corporation.

WHEREAS, CVT and VCS have since entered into a Patent License Agreement as intended as of July 14, 2007, with an original date of August 22, 2007, a redacted copy is attached as Appendix C.

WHEREAS, CVT, a corporation of the State California, having a place of business at 1787 Verdite Street, Livermore CA 94550, wishes to confirm its intention to retain the entire right, title and interest in and to said Applications and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by the inventors of said Applications (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter "Patent(s)") thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said CVT (Licensor) to have been received in full from said VCS (Licensee) pursuant to the Patent License

**CORRECTIVE AND CONFIRMATORY  
PATENT LICENSE**

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Agreement entered into August 22, 2007 and any amendments and restatements thereof:

1. Licensor confirms that it entered into a Patent License Agreement dated August 22, 2007 and that at no time did it intend to assign the entire right, title and interest to these Applications to Licensee.
2. Licensee confirms that it entered into a Patent License Agreement dated August 22, 2007, and that at no time did it believe that it had been assigned the entire right, title and interest to these Applications from Licensor.

IN WITNESS WHEREOF, said Licensee and Licensor have executed and delivered this instrument to said Assignee with an effective date of **August 22, 2007**.



\_\_\_\_\_  
Russell A. Houser  
CEO  
CardioVascular Technologies, Inc.



\_\_\_\_\_  
Russell A. Houser  
CEO  
Vascular Closure Systems, Inc.

### ASSIGNMENT

For valuable consideration, Advanced Catheter Engineering, Inc. hereby assign to CardioVascular Technologies, Inc., a California corporation having a place of business at: 1787 Verdite Street, Livermore, California 94550 and its successors and assigns (collectively hereinafter called "the Assignee"), the entire right, title and interest throughout the world in the inventions and improvements which are subject of the following issued patents and patent applications for United States Patent signed this day:

#### Pending Patents

##### I. Patches and Collars for Medical Applications and Methods of Use -

- a. US Serial Number: 10/785,486 - Filed: 2/19/2004
  - i. Continuation of Patent Number: 6,726,696 - Issued 4/27/04

##### II. Device and Method to Mechanically and / or Electrically Isolate the Atrial Appendage

- a. US Serial Number: 10/831,850 - Filed: 4/26/2004
  - i. CIP of Patent Number: 6,726,696 - Issued 4/27/04 and,
  - ii. Provisional, US Serial Number: 60/528,924 - Filed: 12/15/2003, and
  - iii. Provisional, US Serial Number: 60/528,653 - Filed: 12/5/2003, and
  - iv. Provisional, US Serial Number: 60/509,397 - Filed: 10/6/2003, and
  - v. Provisional, US Serial Number: 60/503,675 - Filed: 9/17/2003, and
  - vi. Provisional, US Serial Number: 60/496,278 - Filed: 8/18/2003.

#### Issued Patents

##### I. Arteriotomy Closure Device, and Techniques

- i. US Patent Number: 7,025,776 - Issued 4/11/2006
- ii. Formal, US Serial Number: 10/224,659 - Filed: 4/23/2001
- iii. Provisional, US Serial Number: 60/300,892 - Filed: 6/25/2001
- iv. Provisional, US Serial Number: 60/286,269 - Filed: 4/24/2001

##### II. Patches and Collars for Medical Applications and Methods of Use

- a. US Patent Number: 6,726,696 - Issued 4/27/04
- b. Formal, US Serial Number: 10/183,396 - Filed: 6/28/2002
- c. Provisional, US Serial Number: 60/302,255 - Filed: 6/28/2001

this assignment including said applications, any and all United States and foreign patents, utility models, and design registrations granted for any of said inventions or

APPENDIX A  
(1 of 2)

improvements, and the right to claim priority based on the filing date of said applications under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, and all other treaties of like purposes; and we authorize the Assignee to apply in all countries in our name or in its own name for patents, utility models, design registrations and like rights of exclusion and for inventors' certificates for said inventions and improvements; and we agree for ourselves and our respective heirs, legal representatives and assigns, without further compensation to perform such lawful acts and to sign such further applications, assignments, Preliminary Statements and other lawful documents as the Assignee may reasonably request to effectuate fully this assignment.

IN WITNESS WHEREBY, executed by the undersigned on the date(s) opposite the undersigned name(s):

7/28/06

Date



Typed Name: Russell A. Hopper  
CEO  
Advanced Catheter  
Engineering, Inc.

APPENDIX A  
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## ASSIGNMENT

For future valuable consideration, CardioVascular Technologies, Inc. hereby assign to a new company that is intended to be created and named Vascular Closure Systems, Inc. (or any other name to be determined at a later date) that will be a California corporation having a place of business at: 1787 Verdite Street, Livermore, California 94550 and its successors and assigns (collectively hereinafter called "the Assignee"), the entire right, title and interest throughout the world in the inventions and improvements which are subject of the following issued patents and patent applications for United States Patent, limited to the Vascular Access Closure Field of Use, signed this day:

### Pending Patents

#### I. Patches and Collars for Medical Applications and Methods of Use -

- a. US Serial Number: 10/785,486 - Filed: 2/19/2004
  - i. Continuation of Patent Number: 6,726,696 - Issued 4/27/04

#### II. Device and Method to Mechanically and / or Electrically Isolate the Atrial Appendage

- a. US Serial Number: 10/631,850 - Filed: 4/26/2004
  - i. CIP of Patent Number: 6,726,696 - Issued 4/27/04 and,
  - ii. Provisional, US Serial Number: 60/529,924 - Filed: 12/15/2003, and
  - iii. Provisional, US Serial Number: 60/528,653 - Filed: 12/5/2003, and
  - iv. Provisional, US Serial Number: 60/509,397 - Filed: 10/8/2003, and
  - v. Provisional, US Serial Number: 60/503,675 - Filed: 9/17/2003, and
  - vi. Provisional, US Serial Number: 60/496,278 - Filed: 8/18/2003.

### Issued Patents

#### I. Arteriotomy Closure Device and Techniques

- i. US Patent Number: 7,025,776 - Issued 4/11/2006
- ii. Formal, US Serial Number: 10/224,659 - Filed: 4/23/2001
- iii. Provisional, US Serial Number: 60/300,892 - Filed: 6/25/2001
- iv. Provisional, US Serial Number: 60/286,269 - Filed: 4/24/2001

#### II. Patches and Collars for Medical Applications and Methods of Use

- a. US Patent Number: 6,726,696 - Issued 4/27/04
- b. Formal, US Serial Number: 10/163,396 - Filed: 6/28/2002
- c. Provisional, US Serial Number: 60/302,255 - Filed: 6/28/2001

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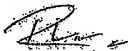
APPENDIX B  
(1 of 2)

this assignment including said applications, any and all United States and foreign patents, utility models, and design registrations granted for any of said inventions or improvements, and the right to claim priority based on the filing date of said applications under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, and all other treaties of like purposes; and we authorize the Assignee to apply in all countries in our name or in its own name for patents, utility models, design registrations and like rights of exclusion and for inventors' certificates for said inventions and improvements; and we agree for ourselves and our respective heirs, legal representatives and assigns, without further compensation to perform such lawful acts and to sign such further applications, assignments, Preliminary Statements and other lawful documents as the Assignee may reasonably request to effectuate fully this assignment.

IN WITNESS WHEREBY, executed by the undersigned on the date(s) opposite the undersigned name(s):

9/14/07

Date



Typed Name: Russell A. Houser  
CEO,  
CardioVascular  
Technologies, Inc.

REDACTED

PATENT LICENSE AGREEMENT

THIS PATENT LICENSE AGREEMENT (this "Agreement") is made as of August 22, 2007 between CardioVascular Technologies, Inc. (the "Licensor") and Vascular Closure Systems, Inc. (the "Licensee").

WHEREAS pursuant to an Assignment dated as of June 24, 2003 by and among Russell A. Houser, William D. Hare and the Licensor and an Assignment dated as of July 28, 2006 between Russell A. Houser and the Licensor, the Licensor acquired all of the right, title and interest in and to the issued and pending patents described in Exhibit A hereto (the "Licensed Patents");

AND WHEREAS the Licensee desires to acquire an exclusive license under the Licensed Patents for use solely in the field of use of making, using or selling of arteriotomy closure devices and vascular access closure devices, excluding sealing means that are substantially non-metallic and swellable upon contact of blood or fluids (the "Licensed Products").

NOW, THEREFORE, in consideration of the premises and the mutual covenants of this Agreement, the parties hereto agree as follows:

1. License.

1.1 Licensor hereby grants to Licensee a worldwide, perpetual, irrevocable, exclusive license under the Licensed Patents to make, use and sell apparatus and to perform processes and methods that embody the inventions described in the Licensed Patents solely in conjunction with the development, manufacture, sales, distribution or other exploitation of the Licensed Products (the "License").

1.3 As used in this Agreement, "Licensed Patents" means the issued and pending patents described in Exhibit A and any divisional, continuation or substitute United States or foreign patents or patent applications based on the Licensed Patents and any reissues and extensions thereof.

Appendix C  
(1 of 5)



REDACTED

2. Consideration.

APPENDIX C  
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REDACTED

thereof.

9. Notices. Any notice required to be given pursuant to this Agreement must be in writing and mailed by certified or registered mail, return receipt requested or delivered by a national overnight express service. Either party may change the address to which notice or payment is to be sent by written notice to the other party pursuant to the provisions of this paragraph.

10. Governing Law. This Agreement will be governed by the laws of the State of California, without regard to its conflicts of laws principles, and any disputes arising hereunder will be resolved by the parties by litigation in federal or state court in Northern California. The parties waive any defenses relating to improper jurisdiction or venue in such courts.

11. Waiver. No waiver by either party of any default will be deemed as a waiver of any prior or subsequent default of the same or other provisions of this Agreement.

12. Severability. If a court of competent jurisdiction hereof holds any provision invalid or unenforceable, such invalidity shall not affect the validity or operation of any other provision and such invalid provision will be deemed to be severed from the Agreement.


13. Assignment. The license granted hereunder is personal to the Licensee and may not be assigned by any act of the Licensee or by operation of law except to an affiliate of the Licensee or unless in connection with a transfer of substantially all the assets of the Licensee or with the consent of the Licensor which consent shall not be unreasonably withheld or delayed. This Agreement will be binding upon and shall inure to the benefit of the parties hereto, their heirs, administrators, successors and assigns.

14. Integration. This Agreement represents the entire understanding of the parties with respect to its subject matter and supersedes all previous representations, understandings or agreements, oral or written including any prior license agreements between the parties. Any modification of this Agreement must be in writing.

*[Signature page immediately follows.]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CARDIOVASCULAR TECHNOLOGIES,  
INC.

By:   
Name: Russ Houser  
Title: CEO

VASCULAR CLOSURE SYSTEMS, INC.


By:   
Name: Russ Houser  
Title: CEO

Exhibit A

**Licensed Patents**

**A. Issued Patents**

1. Arteriotomy Closure Device and Techniques, U.S. Patent No. 7,025,776 B1 dated April 11, 2006, filed on April 24, 2002 and assigned U.S. Serial No. 10/224.659
2. Patches and Collars for Medical Applications and Methods of Use, U.S. Patent No. 6,726,696 B1 dated April 27, 2004, filed on June 28, 2002 and assigned U.S. Serial No. 10/183.396

**B. Pending Patents**

1. Patches and Collars for Medical Applications and Methods of Use, continuation of U.S. Patent No. 6,726,696 B1, filed on February 19, 2004 and assigned U.S. Serial No. 10/785,486
2. Arteriotomy Closure Device and Techniques, continuation of Patent # 7,025,776, filed on April 10, 2006, and assigned U.S. Serial No. 11/279,242
3. Device and Method to Mechanically and/or Electrically Isolate the Atrial Appendage, CIP of Patent No. 6,726,696 B1, filed April 26, 2004 and assigned U.S. Series No. 10/831,850

APPENDIX C  
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